BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

Enquiry No: BESCOM/2025-26/IND0162
for Supply of High Visibility Reflective Rain wear as per tender specification.

SECTION III-GCC

GENERAL TERMS AND CONDITIONS

1.0 DEFINITION OF TERMS:

The terms and the words used in these general conditions and the annexed specifications shall have the meaning as stated below:

a) **COMPANY:** Bengaluru Electricity Supply Company Limited.

b) **PURCHASER/OWNER:** Purchaser or owner means Bengaluru Electricity Supply Company Limited/Chief General Manager (Ele.,) Procurement, BESCOM, Bengaluru.

c) **SUPPLIER/CONTRACTORS:** Suppliers mean the Tenderer/ Contractor whose Tender has been accepted by the Purchaser and also includes Tenderer's legal/ personal representatives/ successors/ assignees.

d) **TENDERER:** Tenderer means the party who has purchased Tender documents and whose tender has been received by the Company.

e) **SPECIFICATIONS:** Specifications annexed to these general conditions, schedules and the drawings if any as per ISS, BSS, IEC or as notified.

f) **MONTH:** Month means Calendar month.

g) **INSPECTOR:** Inspector means the purchaser for the time being or such other members, as may be duly authorized or appointed in writing to act as Inspector for the purpose of Contract.

h) **DESTINATION:** Destination means

I. F.O.R Destination in case of materials transported by Rail.
II. F.O.R Destination delivery at Stores if transported by Lorry/Road.
III. Destination will be intimated by the Inspector of the Inspecting Wing of the BESCOM/concerned BESCOM officials.

i) **CONTRACT PERIOD**: The contract period is the period for supplying the material as per the terms and conditions of bid document and purchase order. In case of extended contract period at the request of

the supplier, the owner at his discretionary may extend the currency period for supply of material abiding by the terms and conditions of initial contract period without the benefit such as price variation, tax increase etc., if any.

2.0 **PRICES**:

2.1 The Prices are **FIRM** throughout the period of contract.

2.2 **The Bidder shall furnish Unit computed FORD price on the KPP e-portal in the option of '' item wise bid commercial offer'' and also furnish the breakup of prices in "Edit Break up of price quoted" option. The breakup of prices should contain EX works and tax structure as applicable like GST (CGST & SGST) and F & I charges on KPP Portal.**

3.0 It may be noted that incomplete and vague offers are liable to be rejected without any further reference.

4.0 Penalty, Guarantee, Test Certificates, Insurance, Inspection, Validity, and Security Deposit are as enumerated in the Bid documents.

5.0 Bidder shall give clear acceptance to all our clauses of the enquiry failing which it will be presumed that they have agreed to all our terms of enquiry.

6.0 Any bid submitted in response to the tender shall conform absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.

7.0 BESCOM reserves the right to disqualify the bid if the deviation mentioned by the bidder is not acceptable to BESCOM.

8.0 **Quantity**: May be increased/decreased at the discretion of the purchaser while placing order adhering to the provisions of KTPP Act.

9.0 In case of unforeseen conditions the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

10.0 The Company reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

11.0 After receipt of supplies, if the materials do not conform to the relevant ISS and to enquiry specification, the materials will be rejected. The

rejected materials shall be collected by the supplier at his own cost. The Company may accept replacement only if it conforms to the specification.

12.0 The Bidder shall quote prices in one slab. Prices quoted in more than one slab are not accepted.

13.0 The final acceptance of the Bid will rest with BESCOM, Bengaluru.

14.0 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

15.0 <u>TERMS OF PAYMENT:</u>

15.1 GST: BESCOM is registered under GST acts.

15.2 The Consignee Division will arrange payment of 100% value of materials on receipt of goods and after inspection of materials at destination and against the presentation of dispatch and other documents by the Firm to the Executive Engineer (Ele), of the Consignee Division of BESCOM after satisfying the terms conditions of the order, and after receipt of materials acknowledgement statement from the consignee stores.

15.3 For arranging 100% payment, the following documents will have to be furnished by the Supplier.

i) Invoice in duplicate, stamped and pre-receipted.

ii) Delivery Challan duly acknowledged by consignee. The payment will be arranged against clear acknowledgment duly signed by the Storekeeper and Store Officer of the relevant BESCOM, Stores.

iii) Material Acknowledgment Statement (to be furnished by consignee).

iv) Approved Test Certificate or Reference letter of CGM(Ele), Procurement, BESCOM..

v) Copy of the e-way bill to be submitted.

vi) The triplicate and quadruplicate copies of the invoices may be sent to the respective consignees for submission of Materials Acknowledgement Statement.

vii) Supplier Guarantee Certificate.

viii) Material Inspection Report.

16.0 **<u>Packing</u>**: The successful Bidder shall provide packing for securely protecting the materials to avoid damage in transit under proper condition and they shall be responsible for all losses or damages caused by any defect in packing. The package shall be marked with letters BESCOM, P.O. No. and date consignee name address.

17.0 **<u>Penalty for late delivery</u>**:

In case the materials are not delivered within the period stipulated in the order, the Successful Bidder shall be liable to pay penalty to the company at **½ % per week, subject to a maximum of 10% of the contract purchase value,** subject to force majeure conditions.

18.0 **<u>Force Majeure</u>**:

a) For the purpose of this contract 'Force Majeure' means, an event which could not reasonably, have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party's performance of its responsibilities hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to war risks, civil disorder, earthquake, strikes, lockouts or other industrial action, electrical failure confiscation or any other action by Government Agencies.

b) Force Majeure shall not include any event, which is caused by the negligence or intentional action of a party or such party's sub-contractors or agents or employees or by a failure to observe good Engineering practices.

c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

19.0 **<u>Validity</u>**: The validity of this offer shall not be less than **180 days** from the date of Bid opening. This shall be clearly stated in the Bid.

20.0 **<u>Inspection & Testing During Manufacture</u>**:

The manufacturer shall arrange routine acceptance test at his works in the presence of the inspection staff of the company, **if BESCOM desires.**

20.1 The representatives of the company / authorized external agency shall be entitled at all reasonable times during manufacture to inspect, examine and test on the contractor's premises the materials and workmanship of all equipment's to be supplied under this contract and if part of the said equipment is being manufactured on other premises, the contractor shall obtain for the companies representative, permission to inspect, examine and test as if the equipment's were being manufactured in the company premises. Such inspection, examination and testing shall not release the contractor from his obligation under this contract.

20.2 The requisition letter of "inspection call" from suppliers should be submitted to the office of the Chief General Manager (Elec.,), Procurement, BESCOM.

20.3 The supplier shall give the representative of the company 15 days advance notice in writing, the date and place at which the equipment will be ready for testing/inspection.

20.4 Where the contract provide for tests on the premises of the contractor or any Sub-contractors, the contractor shall provide such assistance, labour materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the representative of the company to carry out such test efficiently.

20.5 When the equipment passes the specified tests, the representative of the company, shall furnish a certificate to this effect in writing to the Supplier. The Supplier shall provide reasonable copies of the test certificates to the company.

21.0 <u>Inspection and Testing before Dispatch</u>:

The material will be inspected by Engineers of the BESCOM or its authorized representative before dispatch. All tests shall be conducted in the presence of designated person. The approval for the tests or test certificate shall be obtained and also the dispatch instructions shall be obtained before dispatch of the goods. Any materials found to be not in conformity with the specification as detailed in the schedule will be rejected. In such cases, the supplier has to take back the rejected materials/equipment at his own cost. The supplier has to replace them by good ones immediately and the second time inspection at the Factory

premises shall be at firms cost as per BESCOM norms. BESCOM may accept replacements conforming to the specification.

22.0 Inspection after Receipt of Materials:

22.1 The material will be inspected on receipt at the store. Any material found to be not in conformity with the specification as detailed in the schedule will be rejected. In such cases, the supplier has to take back the rejected material at his own cost and again offer for inspection duly paying the re-inspection charges as per the norms.

22.2 The following procedure will be adopted in the direct procurement of materials by BESCOM:

a) The material sample may be selected in each lot supplied to store / site at random by authorized BESCOM officer/ Official in presence of the authorized representative of the supplier. This randomly selected samples shall be properly sealed with the signature of both the parties affixed on the sample and shall be sent to M/s. CPRI /Govt approved Laboratories for conducting Type Tests as prescribed in the IS/IEC/BESCOM Specification.

b) If the randomly selected sample fails in any of the tests prescribed, the entire lot will be rejected and Firm has to replace the entire lot at his own cost.

c) Even the replaced lot will be subjected to testing as above, once the tests of samples are passed then only the lot will be accepted.

d) The cost of type test will be borne by BESCOM for the trail for which samples passes the tests. The failure trails the cost shall be to the suppliers account.

23.0 Test Certificate:

All routine tests as specified in the relevant IS/IEC shall be conducted and test reports in the form of test certificates duly signed by a responsible officer of your organization shall be submitted to the inspecting officer at the time of inspection.

24.0 Delivery of Materials and Dispatch Instructions:

No materials/equipment shall be dispatched until test certificate wherever applicable, are approved and dispatch instructions have been given.

25.0 Materials/equipment's to confirm to specifications:

The material/equipment supplied shall confirm to the tender technical specification/approved sample.

26.0 Delivery:

26.1 The actual delivery schedule will be intimated in the purchase order and the successful bidder shall adhere to the delivery schedule of the Purchase Order.

26.2 The delivery schedule shall be strictly adhered to by the successful bidder failing which BESCOM reserves the right to initiate action as per the terms and conditions of the tender.

26.3 Whatever may be the conditions of sale specified or indicated in the quotation, it is only the conditions indicated in the Purchase order and tender specification that will be final and binding upon the BESCOM, and if any tenderer likes to add any other terms/conditions, the same shall be clearly brought out in the Tender itself as "DEVIATIONS" which may be considered if acceptable to BESCOM.

26.4 In the event of the tender being accepted of the material in the tender, the successful tenderer hereinafter referred to ***Supplier shall execute all orders as per the delivery schedule stipulated in the Company's Purchase Order.***

27.0 PERFORMANCE SECURITY DEPOSIT:

27.1 The Performance Security deposit to an extent of **5% value of the order** shall be paid within 15 days from the date of the LOI or shall be submitted along with the acknowledgement for having received the LOI.

The mode of payment of Security Deposit shall be payable in the form of **e-Bank Guarantee** from the Nationalized/Scheduled Bank in favour of the Chief General Manager(Ele.,), Procurement of BESCOM. The Bank Guarantee shall be valid upto 90 days after the expiry of Guarantee Period of last consignment.

In the event of the supplier failing to deposit such security within the prescribed date, the Earnest Money Deposit shall be forfeited and BESCOM shall have full discretion to cancel the LOI/Purchase Order.

The Security Deposit will be discharged without any interest at the end of successful completion of Guarantee period.

27.2 ADDITIONAL DEPOSIT:

The FRP & polymer materials has to be disposed by the successful Bidder them self with the following procedure.

a) All the SMC/FRP and thermos set plastics, scraps to be sent to the store after removing the other metal components by putting zero return down value.
b) Responsibility has to be fixed on the manufacturer/supplier to take back the scrap material as and when failed, for disposal.
c) In order to monitor this process, it is made mandatory to collect 2% of material cost(as a disposal cost) for the materials used made of FRP/Plastic/SMC & Polymer material which are purchased.

Hence, 2% of the material cost (Disposal Cost) collected from the Supplier under Account head 46.9967. If the Firm/Supplier disposes the materials by collecting the scrap materials from stores by their own, then these deposits will be returned duly observing the audit procedure and certified by the field/store officer. If otherwise same cost will be utilized by the BESCOM for disposing the said material.

28.0 GUARANTEE:

The material offered shall be guaranteed for satisfactory operation and against failure due to bad workmanship and inherent defects in design or materials for a period of **one and half year** from the date of supply or one year from the date of drawl of material from the stores whichever is earlier. The supplier shall make good by replacing with new material, at their own cost that fails during the guarantee period.

29.0 CONDITIONS OF SUPPLY

EXTENT OF WORK:

This tender is for supply of materials to the Bengaluru Electricity Supply Company Ltd., (herein after referred to as the 'Company') for the articles or any part or portion thereof tendered for by the supplier and accepted by the BESCOM or any officers, duly authorized in that behalf, of the said Company at the rates and deliveries to the place or places at or within the time specified in the Purchase Order and without any extra charge or expense to the said Company other than those mentioned in the Purchase Order.

30.0 Failure to Supply:

Failing to supply as above BESCOM is at liberty, without further notice or reminder to the contractor/supplier to purchase the same or any portion thereof on to the account of and at the risk of the Contractor/supplier and to prefer a claim for the difference in price and for all expenses whatsoever incurred in purchasing the same, which the Company is wholly authorized to recover from any money due to contractor/supplier on bills, or deposits or any account.

31.0 TERMINATION FOR CONVENIENCE:

BESCOM may, by written notice sent to the contractor, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify the termination is for BESCOM's convenience, the extent to which supply of materials under the contract is terminated and the date upon which such termination is effective.

The Supplier upon receipt of such notice shall discontinue the supply of materials on the date and to the extent specified in the notice, make all reasonable efforts to stop all further purchasing activity (Raw materials) related to the quantity terminated.

32.0 TERMINATION OF CONTRACT:

In case the supplier fails to supply the materials/equipment within the contracted period of delivery or in case the materials/equipment supplied are found not in accordance with prescribed specifications and/or approved sample or in case the supplier has supplied any part consignment and failed to supply the balance within the contracted delivery period or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date or in case the supplied material selected at random fails to pass the required tests at CPRI/ERDA, the Company shall exercise its discretionary powers on any or all the following:

a. To recover from the supplier, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above ; and

b. To purchase elsewhere, after giving due notice to the Supplier on account and at the risk of the Supplier such materials not so delivered or others of a similar description without canceling the contract. In respect of the consignment not yet due for delivery, the Supplier shall not be entitled to any saving on such purchase made against default:
c. To cancel the purchase order.
d. To forfeit the security deposit/EMD if it has been furnished and in case of permanent Security Deposit to forfeit the amount equivalent to the Security Deposit in the particular purchase order from out of the permanent Security Deposit.
e. To recover the testing charges.
f. To black list or not to consider future offers for a specified period.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied.

33.0 Settlement of disputes

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rules 2012 by one or more arbitrators appointed in accordance with its rules.

Chief General Manager, (Ele.,)
Procurement, BESCOM.